

COUNT 1

5) Plaintiff incorporates the averments of the recitals as if fully rewritten herein and further says that on September 30, 2017 she applied the product as directed by the manufacturer and experienced injury as follows: a) chemical burns of the scalp and forehead b) breakage of her hair at or near the scalp line all of which caused her physical pain and great and protracted emotional distress for treatment of which she has incurred reasonable and necessary expense in a sum in excess of \$47,000.

6) Plaintiff further says that said product was defective in that it contained an excess of chemicals greater than those specified by the manufacturer all as a result of a manufacturing defect and said product as sold failed to contain adequate warnings of the risks of use or appropriate application.

COUNT 2

7) Plaintiff incorporates all prior averments of the complaint is a fully rewritten herein and further says that the defendant Wal-Mart Stores Inc. for good and viable consideration paid by the plaintiff sold said product to her and by force of law warranted to her that it was of good and merchantable quality. Said product as sold was not of good and merchantable quality resulting in damages to this plaintiff as herein described.

COUNT 3

8) Plaintiff incorporates the averments previously made and says that the product as manufactured by Defendant Strength of Nature Global was defective and dangerous in the particulars heretofore described.

WHEREFORE, Plaintiff demands judgment against the defendants jointly and severally in a sum in excess of \$25,000 but less than \$75,000.

Respectfully submitted,

PLYMALE & DINGUS, LLC

/s/ *Ronald E. Plymale*

Ronald E. Plymale (0033032)

M. Shawn Dingus (0070201)

Adam Z. Morris (0096754)

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Attorney for Plaintiff Sharon Dorsey

JURY DEMAND

Plaintiff demands trial by jury of eight (8).

Respectfully Submitted,
/s/ Ronald E. Plymale
Ronald E. Plymale (0033032)
M. Shawn Dingus (0070201)
Adam Z. Morris (0096754)

EXHIBIT B

IN THE COURT OF COMMON PLEAS OF
FRANKLIN COUNTY, OHIO

Sharon Dorsey,	:	Case No. 20CV004402
	:	
Plaintiff,	:	JUDGE J. LYNCH
	:	
vs.	:	JURY DEMAND ENDORSED
	:	HEREON
Strength of Nature Global, LLC, et al,	:	
	:	
Defendants.	:	

ANSWER OF DEFENDANT WAL-MART STORES, INC.

Now comes Defendant Wal-Mart Stores, Inc. (“Wal-Mart”) and for its Answer to Plaintiff’s Complaint, hereby states as follows:

FIRST DEFENSE:

1. Paragraph 1 of Plaintiff’s Complaint refers to a legal conclusion for which no response is required. Further answering, Defendant denies the allegations contained in Paragraph 1 of Plaintiff’s Complaint.
2. Defendant denies for want of knowledge the allegations contained in Paragraph 2 of Plaintiff’s Complaint.
3. Paragraph 3 of Plaintiff’s Complaint refers to a legal conclusion for which no response is required. Further answering, Defendant denies the allegations contained in Paragraph 3 of Plaintiff’s Complaint.
4. Paragraph 4 of Plaintiff’s Complaint refers to a legal conclusion for which no response is required. Further answering, Defendant denies for want of knowledge the allegations contained in Paragraph 4 of Plaintiff’s Complaint.
5. Paragraph 5 of Plaintiff’s Complaint refers to a legal conclusion for which no response is required. Further answering, Defendant denies for want of knowledge the

allegations contained in Paragraph 5 of Plaintiff's Complaint. Defendant reincorporates all prior responses and denials in response to Paragraphs 1 through 4.

6. Paragraph 6 of Plaintiff's Complaint refers to a legal conclusion for which no response is required. Further answering, Defendant denies the allegations contained in Paragraph 6 of Plaintiff's Complaint.

7. Paragraph 7 of Plaintiff's Complaint refers to a legal conclusion for which no response is required. Further answering, Defendant denies the allegations contained in Paragraph 7 of Plaintiff's Complaint. Defendant reincorporates all prior responses and denials in response to Paragraphs 1 through 6.

8. Defendant reincorporates all prior responses and denials in response to Paragraphs 1 through 7. Paragraph 8 refers to a legal conclusion for which no response is required. Further answering, Defendant denies the allegations contained in Paragraph 8 of Plaintiff's Complaint.

SECOND DEFENSE:

9. The incident was proximately caused by the sole or contributory or comparative negligence of Plaintiff.

THIRD DEFENSE:

10. The incident was proximately caused by the sole or contributory or comparative negligence of others not presently known to this Defendant.

FOURTH DEFENSE:

11. Plaintiff has failed to mitigate damages, if any.

FIFTH DEFENSE:

12. Plaintiff is barred by the doctrines of waiver, estoppel, laches, or by the applicable statute of limitations.

SIXTH DEFENSE:

13. Plaintiff assumed all risks by reason of the manner of her own actions.

SEVENTH DEFENSE:

14. Plaintiff's Complaint fails to state a claim upon which relief can be granted.

EIGHTH DEFENSE:

15. Plaintiff has failed to join necessary and indispensable parties.

NINTH DEFENSE:

16. Plaintiff's Complaint fails for insufficiency of process.

TENTH DEFENSE:

17. Plaintiff's Complaint fails for insufficiency of service of process.

ELEVENTH DEFENSE:

18. Plaintiff's claim for damages violates the due process clauses of the Federal and Ohio Constitutions.

TWELFTH DEFENSE:

19. Some or all of the claims set forth in Plaintiff's Complaint filed herein are barred by an intervening and/or superseding cause thereby relieving Defendant of all and any responsibility.

THIRTEENTH DEFENSE:

20. The damages sustained by the Plaintiff, if any, were the direct and proximate result of the liability of other persons and/or parties and/or entities, other than Defendant and, as

the result thereof, the right of recovery of the Plaintiff against Defendant must be diminished in whole or in part accordingly.

FOURTEENTH DEFENSE:

21. In the event Defendant is found negligent, such liability denied, Defendant is only liable for its proportionate share of Plaintiff's alleged damages per R.C. § 2307.22, *et seq.*

FIFTEENTH DEFENSE:

22. Any allocation of fault by a trier of fact must be consistent with R.C. § 2307.22, *et seq.*, R.C. § 2307.23, *et seq.*

SIXTEENTH DEFENSE:

23. Any allocation of liability must include the fault of non-parties per R.C. § 2307.23, *et seq.*

SEVENTEENTH DEFENSE:

24. Defendant specifically denies that any of its employees were negligent.

EIGHTEENTH DEFENSE:

25. Defendant gives notice that it intends to assert, pursuant to Revised Code § 2703.23, the jury apportion a percentage of liability to the tortious conduct of non-parties.

NINETEENTH DEFENSE:

26. This Court lacks jurisdiction over the subject matter.

TWENTIETH DEFENSE:

27. This Court lacks jurisdiction over the parties.

TWENTY-FIRST DEFENSE:

28. Venue is improper.

TWENTY-SECOND DEFENSE:

29. Defendant incorporates herein by reference, as if fully stated herein, all of the appropriate defenses set forth in Civil Rules 8 and/or 12, as applicable. Moreover, Defendant reserves all rights pursuant to Civil Rule 15 to subsequently amend this pleading to raise additional and/or withdraw any of the foregoing affirmative defenses as may become necessary during the investigation or discovery of this action.

TWENTY-THIRD DEFENSE:

30. Any alleged damages are a result of Plaintiff's misuse, alteration and/or abuse of product.

TWENTY-FOURTH DEFENSE:

31. Plaintiff's claims are barred because any products were not unreasonably dangerous, any warnings and/or instructions were adequate as a matter of law. And the product(s) at issue at the time conformed to the state of the art and applicable standard of care the design and manufacturer of such or similar products.

TWENTY-FIFTH DEFENSE:

32. Plaintiff's claims are barred based on the failure to allege a safer alternative design or formulation.

TWENTY-SIXTH DEFENSE:

33. Any exposure is so minimal to the insufficient to establish a reasonable degree of probability that the product(s) caused any alleged injuries or damages.

TWENTY-SEVENTH DEFENSE:

34. Plaintiff's claims are barred under the "learned intermediary," "informed intermediary," and/or "sophisticated user" doctrines and Defendant had no duty to warn

Plaintiff directly of any condition associated with the production or product(s) in question

WHEREFORE, Defendant prays that Plaintiff's Complaint be dismissed with prejudice and that Plaintiff be ordered to pay all costs and reasonable attorney fees sustained by this Defendant.

Respectfully submitted,

/s/ Jackie M. Jewell
Patrick Kasson (0055570)
Jackie M. Jewell (0090499)
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Counsel for Defendant Wal-Mart Stores, Inc.

JURY DEMAND

Now come Defendants and hereby requests a jury of eight (8) to hear all of the issues of this case.

/s/ Jackie M. Jewell
Patrick Kasson (0055570)
Jackie M. Jewell (0090499)

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing Complaint has been served via the Court's e-Filing system, this 28th day of July, 2020 upon:

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Adelia A. Mohan (0096254)
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*Counsel for Defendant Strength of Nature
Global, LLC*

Counsel for Plaintiff Sharon Dorsey

/s/ Jackie M. Jewell

Patrick Kasson (0055570)
Jackie M. Jewell (0090499)

**IN THE COMMON PLEAS COURT
FRANKLIN COUNTY, OHIO**

SHARON DORSEY,)	CASE NO. 20CV004402
)	
Plaintiff,)	Judge Julie Lynch
)	
vs.)	
)	
STRENGTH OF NATURE GLOBAL LLC,)	
ET AL.,)	
)	
Defendants.)	
_____)	

**ANSWER OF DEFENDANT STRENGTH OF NATURE, LLC (INCORRECTLY
IDENTIFIED AS “STRENGTH OF NATURE GLOBAL LLC”)**

(Jury Demand Endorsed Hereon)

Defendant Strength of Nature, LLC (incorrectly identified as “Strength of Nature Global LLC”) (“Defendant”) responds to Plaintiff’s Complaint in like-numbered Paragraphs as follows:

1. Denied for want of knowledge.
2. Denied.
3. Denied for want of knowledge.
4. Denied for want of knowledge.

COUNT 1

5. Denied.
6. Denied.

COUNT 2

7. Denied.

COUNT 3

8. Denied.

AFFIRMATIVE DEFENSES

1. All allegations not specifically admitted are denied.
2. This Court lacks personal jurisdiction.
3. Plaintiff's claims fail based on improper service and/or service of process.
4. Plaintiff has failed to join necessary and indispensable parties.
5. Plaintiff lacks standing, is not the real party in interest, and/or asserts claims that are premature, not ripe, and not justiciable.
6. Plaintiff's Complaint fails to state a claim upon which relief can be granted.
7. Plaintiff's Complaint is barred by the applicable statutes of limitations.
8. Plaintiff's Complaint is barred by the applicable statutes of repose.
9. Plaintiff has no legal right to the relief requested.
10. Plaintiff failed to mitigate damages, if any.
11. Plaintiff's recovery must be eliminated or diminished by Plaintiff's comparative and/or contributory negligence.
12. The alleged damages sustained by Plaintiff, if any, were the direct and proximate result of the liability of other persons and/or parties and/or entities, other than Defendant, and any right to recovery must be diminished in whole or in part accordingly.
13. Any alleged damages are the result of Plaintiff's misuse, alteration, and/or abuse of the product.
14. Plaintiff's claims are barred, in whole or in part, because the alleged damages are a result of intervening or superseding causes over which Defendant had no control or right to control.

15. Plaintiff's claims are barred by the doctrines of waiver, release, accord and satisfaction, estoppel (including equitable and judicial estoppel), laches, set-off, recoupment, and/or unclean hands.

16. Plaintiff's claims are barred because Defendant complied with all necessary governmental standards and regulations.

17. Any alleged injuries are the result of Plaintiff's misuse, alteration, and/or abuse of the products.

18. Defendant at all times acted in good faith and reasonably.

19. Plaintiff's alleged damages are speculative, excessive, non-calculable, unreasonable, and/or violate state and federal Due Process rights.

20. Plaintiff's claims are barred because any products were not unreasonably dangerous, any warnings and/or instructions were adequate as a matter of law, and the product(s) at issue at all times conformed to the state of the art and the applicable standards of care for the design and manufacture of such or similar products.

21. Plaintiff's claims are barred based on the failure to allege a safer alternative design or formulation.

22. Any exposure was so minimal as to be insufficient to establish a reasonable degree of probability that the product(s) caused any alleged injuries and/or damages.

23. Plaintiff's claims are barred under the "learned intermediary," "informed intermediary," and/or "sophisticated user" doctrines and Defendant had no duty to warn Plaintiff directly of any condition associated with the production or product(s) in question.

24. Any alleged injuries were the result of an idiosyncratic reason without any negligence, defect, or failure on the part of Defendant.

25. Plaintiff's claims fail under the economic loss doctrine.
26. Plaintiff is not entitled to punitive damages or attorney fees.
27. The actions complained of were not fraudulent, willful, malicious, or in bad faith.
28. Plaintiff expressly and/or impliedly consented to the conduct complained of.
29. Plaintiff's claims are barred based on its express and/or implied assumption of the risk.
30. Defendant incorporates all necessary defenses in Rules 8 and 12 as applicable and reserves the right to amend this pleading to raise any additional defenses as may become necessary during the investigation or discovery of this action.

WHEREFORE, Defendant requests that Plaintiff's Complaint be dismissed with prejudice, that judgment is entered in favor of Defendant, and that Defendant be awarded reasonable attorney fees, costs, and any other relief this Court deems just and proper.

Respectfully submitted,

/s/ Tyler Tarney

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Mary Csarny (0097682)

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*Attorneys for Defendant Strength of Nature, LLC
(incorrectly identified as Strength of Nature
Global LLC)*

JURY DEMAND

Defendant requests a jury with the maximum numbers of jurors allowed by law.

/s/ Tyler Tarney

Tyler Tarney (0089082)

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing was filed on September 3, 2020 with the Court's electronic filing system, which will provide electronic notice to all counsel of record.

/s/ Tyler Tarney
Tyler Tarney (0089082)